



COUNTY OF LOS ANGELES
Internal Services Department
1100 North Eastern Avenue
Los Angeles, California 90063



United We Stand

Dave Lambertson
Interim Director

TO ENRICH LIVES THROUGH EFFECTIVE AND CARING SERVICE

TELEPHONE: (323) 267-2101
FACSIMILE: (323) 264-7135

May 28, 2003

To: Each Supervisor

From: Dave Lambertson
Interim Director

Subject: **VEHICLE MAINTENANCE AND REPAIR SERVICES--
MAY 23, 2003 LETTERS FROM PCA ATTORNEY**

The attached letter was sent to Mr. Dubrawski, PCA's attorney, in response to his three letters dated May 23, 2003 on which your Board was copied or received directly. The letters dealt with the following issues:

- Convening a Protest Board to review PCA's issues,
- ISD's request for updated information from the International Association of Machinists and Aerospace Workers Union, and
- The Fire Department's use of alternative automotive service providers.

Our response was focused on answering the issues raised in Mr. Dubrawski's letters and to correct any misunderstanding regarding the above topics.

If you have any questions, please feel free to contact me at (323) 267-2101 or Ms. Daphne Bell at (323) 267-2109.

DL:sg
Attachment



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May 28, 2003

Mr. Peter Dubrawski
Haight, Brown and Bonesteel
6080 Center Drive, Suite 800
Los Angeles, CA 90045

Dear Mr. Dubrawski:

VEHICLE FLEET MAINTENANCE AND REPAIR SERVICES

This is in response to your three letters all dated May 23, 2003 regarding the proposed Vehicle Fleet Maintenance and Repair Services contract.

Protest Board

You raised concerns regarding the Protest Board that I referenced in my May 22, 2003 letter to your office. I believe your primary concern was having adequate time to prepare your client's protest issue. Based on the following chronology, I respectfully disagree with your conclusion.

- On December 26, 2002, ISD released the RFP to all vendors. This is the first date that PCA should have known of ISD's plans to exclude County references.
- On January 14 and 15, 2003, ISD conducted a vendor conference (attended by PCA) to address any comments or questions there might be related to the evaluation process.
- On April 8, 2003, PCA was first notified that they were not the proposed vendor.
- On April 14, 2003, PCA received a debriefing from ISD contract staff to explain how their proposal compared to the RFP requirements and the basis of the evaluation.
- On April 16, 2003, PCA contacted ISD to request direction on how to protest the evaluation. ISD staff informed PCA that, although there was not a formal County protest policy, they could write a letter to my attention outlining the issues they were protesting. PCA decided not to avail themselves of this process and instead sent a letter to the Executive Office of the Board of Supervisors requesting information on the County's protest policy. ISD received a copy of PCA's letter on April 21, 2003.

- ♦ On April 24, 2003, ISD sent PCA a letter indicating that, should PCA desire, ISD would convene a Protest Board consisting of individuals outside the department and again requested PCA to submit their issues and the related documentation.

On May 1, 2003, ISD received a letter from PCA notifying us that they had retained your firm to represent them and that further correspondence from the County be directed to your attention.

- ♦ On May 5, 2003, as requested by PCA, ISD responded to PCA's May 1, 2003 correspondence directly to your office. In that letter I again indicated that ISD's offer to convene a Protest Board was still available and provided you with our planned Board filing date and agenda date.
- ♦ On May 15, 2003, you sent a letter to the Board of Supervisors requesting a two-week continuance. The item was continued until June 3, 2003.
- ♦ On May 22, 2003, anticipating that you still wanted to submit information to the Protest Board, I sent you a letter indicating that my staff had worked with the Board members to reserve a date (i.e., May 28, 2003) in consideration of your concerns.

You indicated that my May 22, 2003 letter did not represent a good faith effort to truly address the grievances surrounding the subject of the RFP. I respectfully disagree. Although you are correct in stating that the Protest Board was to convene in six days, it is critical to note that PCA was informed of the evaluation results as far back as April 8, 2003, and ISD has been seeking PCA's protest issues and documentation since April 16, 2003.

Despite your claim, ISD does in fact have a sincere desire to deal with your client's grievances. My most recent letter was simply an attempt to clear the calendars of all Protest Board members (i.e., since they are from three separate departments) so that they may be gathered to hear your concerns. For background purposes, I instructed my staff to initiate the establishment of a Protect Board on April 21, 2003 (the date we received a copy of PCA's letter to the Board of Supervisors.) and the Protest Board has been in place since April 29, 2003. In all fairness, it is simply not accurate to characterize this process as having started six days ago. It has in fact been ongoing since April 16, 2003, when PCA was first asked to provide documentation supporting their protest.

You also indicated that you "have learned that the Sheriff's Office has only just received a request from ISD for information we requested some time ago." This is inaccurate. In fact, in addition to providing you the Sheriff's contact information on May 5, 2003, my staff personally contacted the applicable Sheriff personnel on May 2, 2003, (one day

Mr. Peter Dubrawski
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after receiving your request) and have followed up on several occasions since. My understanding is that the Sheriff is in the process of assembling the information and it will be available by May 30, 2003.

You also indicated that the notice of the proposed Protest Board hearing falls two days after the scheduled Board of Supervisors' Agenda date of May 20, 2003. Again, as stated previously, ISD had the Protest Board in place as early as April 29, 2003, and I personally offered to consider the protest prior to that date.

Request of Information From the Union

In a separate letter, you expressed concern that ISD had directly requested information from the International Association of Machinists and Aerospace Workers Union (Union) without obtaining PCA's permission. You inappropriately conclude that the fact we requested this information somehow means that ISD had not done due diligence in properly evaluating the bids.

It is absolutely critical to note that other than compliance with the County's Living Wage Program, the actual salaries paid by PCA or any of the other proposers, to their employees had no bearing on the evaluation as you indicate in your letter. Proposers' bids were strictly evaluated based upon the Fee for Service hourly rates, management fees, car wash prices and parts discounts included in each proposers' bid that would be billed to the County.

Please note that ISD only contacted the Union to obtain any updates to the MOU. We have an executed MOU on file dated June 12, 2000, and we were merely attempting to determine if there were any addendums to the document in order to complete a requested comparison of salary and benefit costs. Again, this information had no bearing on the evaluation of the RFP's. I do apologize for not notifying your client we were requesting the MOU data from the Union.

Fire Department

I have reviewed your letter to the Board regarding the telephone call your client made to the Fire Department on May 22, 2003 regarding the removal of three Fire Department vehicles from the Eastern Avenue garage.

Under the existing contract, as well as the proposed contract, the fleet services contractor is not guaranteed a minimum volume of vehicles or compensation. At any time a County department may elect not to use ISD's contracted fleet services. If a department decides to seek alternative automotive service providers, they must follow County guidelines (i.e., hire their own staff to perform the work or obtain Board of Supervisors' approval for their own fleet services contract).

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In the case of the Fire Department, they employ their own automotive technicians to perform vehicle maintenance services, and they have two Board-approved contracts for fleet repair and maintenance services. The Fire Department obtained approval of their fleet management contract program from the Board in 1987 and on two subsequent dates since.

Our records indicate that the Department has approximately 183 on and off-road vehicles that have been, and continue to be, serviced by PCA. In speaking with the Fire Department, they indicated that they will continue to use the services of PCA as the need warrants. For the current fiscal year, the Fire Department has spent \$339,500 for ISD fleet services through April.

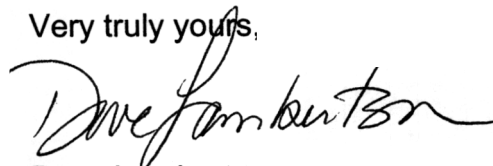
Finally, you once again raised the issue of change orders and renegotiation. As you have been previously informed, the proposed contract does not allow for changes in the rates charged by the contractor to recover their costs. The only exceptions to this are:

The contractor may seek a Cost of Living (COLA) for hourly rates in years 4 and 5 of the contract. Any COLA will be based on the lesser of the Consumer Price Index (CPI) for the most current twelve-month period, or general salary movement granted to County employees. The COLA language in the proposed contract is consistent with the Board of Supervisors' policy.

The County, at its sole discretion, may make an adjustment in hourly rates, should it decide to pass on to the contractor the costs for building maintenance, utilities, and the automated fleet system. These are costs that are currently not included in the contractor's Fee for Service hourly rates.

Please contact me at (323) 267-2101 or Daphne Bell of my staff at (323) 267-2109 should you have any comments or questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Dave Lambertson", written over a horizontal line.

Dave Lambertson
Interim Director

DL:sg